## SELECT Payweek Ekstra Ganjaran – Terms and Conditions

- 1. The 'SELECT Payweek Ekstra Ganjaran' campaign ("**Programme**") will commence from 12:00AM on Saturday, 24 July 2021 to 11:59PM on Friday, 30 July 2021, both dates and times inclusive ("**Programme Period**").
- This Programme is jointly organised by Shell Malaysia Trading Sdn. Bhd. (Company no. 196501000279 (6087-M)), Shell Timur Sdn. Bhd. (Company no. 198401000783 (113304-H)) ("Shell"), and BonusKad Loyalty Sdn. Bhd. (Company no. 199701022703 (438200-T)) ("BonusLink"). The Programme is open to all Members of BonusLink who are residing in Malaysia and are above eighteen (18) years of age ("Eligible Participants").
- 3. BonusLink and Shell reserve the right to disqualify any person that it knows is, or has reasonable grounds to believe is, ineligible for this Programme as a result of the terms and conditions ("Terms and Conditions") herein.
- 4. This Programme is applicable to all participating Shell SELECT Retail stations in Malaysia ("Shell Stations") as listed on <a href="http://www.shell.com.my/stationlocator">www.shell.com.my/stationlocator</a>
- 5. To participate in this Programme, Eligible Participants must fulfill the following requirements (collectively, referred to as the "**Pre-requisites**"):
  - a) Swipe a valid physical BonusLink Card or scan a valid BonusLink Virtual Card via the BonusLink App ("**BLINK**") prior to making payment at the cashier and/or payment terminal at Shell Stations; and
  - b) Purchase Shell SELECT items except for Lubricants, Epay Services and Tobacco at Shell Stations during the Programme Period, up to the minimum required spend amount of Ringgit Malaysia Ten only (RM10.00) in a single receipt ("Qualifying Purchase").

For the avoidance of doubt, Qualifying Purchases may also be paid via the redemption of BonusLink Points.

6. During the Programme Period, Eligible Participants will earn BonusLink Points for every one (1) Ringgit Malaysia purchased in SELECT (excluding Lubricants, Epay Services and Tobacco). This is in accordance with the BonusLink Points structure as detailed on <a href="http://www.shell.com.my/BonusLink">www.shell.com.my/BonusLink</a> ("Base Points").

 In addition to the Base Points earned, each Eligible Participant who fulfils the Prerequisites will also receive extra BonusLink Points for every Qualifying Purchase ("Bonus Points"), in accordance with their respective points multiplier ("Points") as per table 1 below:

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	Eligible	Base Points	Bonus Points	Total BonusLink	
	Participant's			Points earned by	
				Eligible	
				Participants (i.e.	
				Base Points +	
				Bonus Points)	
	Points	Base Points per one (1) Ringgit	Three times	Four times (4X)	
		Malaysia spend in the Select	(3X) Base	Base Points	
		Shop (excluding lubricants,	Points		
		Epay Services and Tobacco			
		products) will be in			
		accordance with the BonusLink			
		Points structure on			
		www.shell.com.my/BonusLink			

Table 1: Base Points and Bonus Points earned by Eligible Participants who fulfil the Pre-requisites

- 8. The total BonusLink Points each Eligible Participant will earn for each Qualifying Transaction during the Programme Period, is equal to the sum of Base Points and Bonus Points earned for that transaction.
- 9. In the event that the final amount of Base Points awarded to Eligible Participants is a fraction of 1 BonusLink Point, the number of Base Points earned by the Eligible Participant will be rounded down to the nearest whole number, and this whole number will be used to calculate the final Bonus Points awarded. For example:
  - a) An Eligible Participant who purchases Ringgit Malaysia twelve ringgit and twenty cents (RM12.20) will enjoy a total of forty-eight (48) BonusLink Points (i.e 12 Base Points + 36 Bonus Poins = 48 BonusLink Points), equivalent to four times (4X) Base Points.
- 10.A maximum of five (5) million BonusLink points will be given out during the Programme Period to Eligible Participants that has meet the criteria in Clause 5.
- 11. The Bonus Points earned by Eligible Participants for each Qualifying Purchase will be awarded to the Eligible Participants within fourteen (14) working days from date that the Qualifying Purchase was made.
- 12.By participating in this Programme, the Eligible Participant expressly agrees and consents to:

- (a) be bound by the Terms and Conditions herein, including the decisions of Shell and its partners, including but not limited to BonusLink, concerning this Programme; and
- (b) BonusLink and/or Shell, their Merchant Partners, and its agencies to process and disclose to any third party, the required personal data of the Eligible Participants for any and all purposes relating to this Programme. Any personal data used by BonusLink will be in accordance with the Personal Data Protection Act 2010 as indicated in BonusLink's Membership Terms and Conditions. As for Shell, such personal data provided pursuant to this Programme shall be used in accordance with Shell's Privacy Policy on <a href="https://www.shell.com.my/privacy/b2c-notice.html">https://www.shell.com.my/privacy/b2c-notice.html</a> which forms an integral part of these Terms and Conditions.

## RIGHTS OF SHELL AND BONUSLINK

- 13.All of Shell's and BonusLink's decision on all matters including but not limited to the eligibility of the Programme participants, Programme mechanics and/or Programme Prizes for this Programme or in the event of any dispute shall be final and binding and no correspondence or appeals shall be entertained.
- 14. Shell and BonusLink reserves the right to cancel, terminate or suspend this Programme with or without any prior notice. For the avoidance of doubt, cancellation, termination or suspension by Shell or BonusLink of this Programme shall not entitle any party to any claim or compensation against Shell or BonusLink for any and all losses or damage suffered or incurred by any party as a direct or indirect result of the act of cancellation, termination or suspension.
- 15.In no event will Shell or BonusLink be liable for any loss or damages including without limitations, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Programme, even if Shell has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.

## **GENERAL TERMS**

- 16.Shell and BonusLink reserve the right at its absolute discretion to jointly amend, delete, or add to any of these Terms and Conditions from time to time without prior notice.
- 17. These Terms and Conditions, as the same may be amended from time to time, shall prevail over any provisions or representations contained in any other promotional materials or advertisements in relation to this Programme.

- 18.In the event where there is any inconsistency(ies), conflict(s), ambiguity(ies) or discrepancy(ies) between English and Bahasa Malaysia versions of these Terms and Conditions, the English version of these Terms and Conditions shall prevail.
- 19.For more information on this Programme, contact Shell's Customer Service Hotline Centre at 1300 88 1808 or BonusLink's Member Services Centre at 03-7626 1000 or e-mail <u>generalpublicenquiries-my@shell.com / MemberServices@bonuslink.com.my.</u>